



Teresa V. Land
Senior Paralegal

Sunoco, Inc.
3801 West Chester Pike
Newtown Square, PA 19073
215-977-3868 (T)
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RECEIVED

AUG 27 2018

DIV OF HAZARDOUS
WASTE MANAGEMENT

VIA FEDERAL EXPRESS
NO. 7730 3493 9913

August 22, 2018

Glenn W. Mitzel
Chief Permitting and Technical Support
PA Department of Environmental Protection
Division of Hazardous Waste/Bureau of Waste Management
400 Market Street
Harrisburg, PA 17101

**Re: Pennsylvania Financial Responsibility Documentation –
Closure and Post-Closure:**

**Sunoco (R&M), LLC (f/k/a Sunoco, Inc. (R&M) - Marcus Hook
Industrial Complex (Middle Creek) - #PAD980550594**

**Sunoco (R&M), LLC (f/k/a Sunoco, Inc. (R&M)) - Marcus Hook
Industrial Complex (Solid Waste) - #PAD980550594;**

**Sunoco (R&M), LLC (f/k/a Sunoco, Inc. (R&M) - Philadelphia
Refinery Ops. (Pt. Breeze Processing Area) - #PAD002289700**

Dear Glenn:

Sunoco (R&M), LLC (f/k/a Sunoco, Inc. (R&M)) is submitting the following documents in connection with the hazardous waste financial responsibility requirements for closure and post-closure for the hazardous waste facilities at the above referenced facilities. The documents enclosed are as follows:

1. Replacement Surety Bonds for each of the above referenced Waste Management Facilities.
2. Surety Bond Endorsements for the Replacement Bonds.
3. Acknowledgements.

4. Copy of the Limited Liability Company Agreement of Sunoco (R&M), LLC dated December 28, 2016.

If you have any questions or need any other information, please call me at (215) 977-3868.

Very truly yours,

Teresa V. Land
Senior Paralegal

/tv
Enclosures

cc: Tammy Jefferson
Mohamad M. Mazid, Ph.D., P.E.
PaDEP, Southeast Regional Office

PARENEWALBONDCOVLTR08152018



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

SURETY BOND ENDORSEMENT

Replacement Bond

It is agreed and understood by the Principal and Surety, on Surety Bond No. 017025568 dated August 3, 2018, to which this Endorsement is attached and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit No. PAD980550594 issued on July 6, 1990 and that the attached Surety Bond assumes and covers any and all liability and obligations accrued and to be accrued under the law (as defined in the attached bond), from the date of the issuance of the original permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is specifically agreed and intended that the aforesaid replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the attached Surety Bond replaces existing Surety Bond(s) dated March 28, 2013 and that in consideration of the pledge and Deposit of the attached Surety bond, the Commonwealth will release the existing bond(s) of the permittee.

IN WITNESS WHEREOF, the parties hereby, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this 3rd day of August, 2018.

ATTEST OR WITNESS:

Jennifer Wolffarth, Witness

ATTEST OR WITNESS

Camille Cruz, Witness

Principal: Sunoco (R&M), LLC

By: Sunoco Inc. Member

By:

Matthew S. Ramsey, President/Chief Operating Officer

By:

Thomas E. Long, Chief Financial Officer

Surety: Liberty Mutual Insurance Company

By:

(Title)

By: Elizabeth Marrero, Attorney-in-Fact

(Title)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

7C-K-140

Date Prepared

I.D. Number

SURETY BOND
For A Waste Management Facility**To be completed by Permittee/Operator:**Name of Facility: Sunoco (R&M), LLC f/k/a Sunoco, Inc.
(R&M) – Marcus Hook Industrial Complex (Middle Creek)Address: 2nd & Green StreetsMarcus Hook, PA 19061-0835Municipality: Marcus HookCounty: Delaware**Type of Facility:** Check one:

- ☒ Hazardous
☐ Municipal
☐ Residual
☐ Other (describe) _____
(Describe facility type/activity)

Department Use Only:

Solid Waste Permit No.: _____

Date of Permit Issuance: _____

Permit Acreage: _____

Purpose: Check one:

(1) Operation and Closure of a Waste Management Facility

- ☐ (a) Initial Bond
☐ (b) Repermit of Existing Facility
☐ (c) Additional Bond
☒ (d) Replacement Bond
☐ (e) Change of Ownership
☐ (f) Application for Mobile Processing facility permit

(2) Closure of a Waste Management Facility

To be completed by Surety Company:Bond No.: 017025568

WHEREAS, Sunoco (R&M), LLC, (1) a Corporation,
(Name of Permittee, or Operator)

incorporated under the Laws in the State of N/A

or (2) Limited Liability Company, with its principal place of
(Individual, Limited Liability Company, Limited/General Partnership, Registered Fictitious Name Business)

business at 3601 West Chester Pike, Newtown Square, PA 19073,
(Address)

or (3) N/A has (1) filed application for permit(s); or (2) executed
(municipality or municipal authority)

a N/A (hereinafter "Agreement") dated N/A
(Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the "Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste Management Act", Act of July 7, 1980, No. 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of either (1) the operation and closure or (2) closure of a waste management facility which will affect 2.27
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

acres of land owned by Sunoco (R&M), LLC in
(Name of Landowner)

Marcus Hook
(Name of Municipality)

Delaware County, Pennsylvania (hereinafter referred to as "facility").
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we,
Sunoco (R&M), LLC,

Name of Principal)

as principal, and

Liberty Mutual Insurance Company, a corporation of the State of
Massachusetts, licensed to do business in the Commonwealth of Pennsylvania, and
with its principal place of business at 175 Berkeley Street, Boston, MA 02116
(Address)

_____, as surety,

and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of
Thirteen Million Three Hundred Thirty Eight Thousand Two Hundred Seventy Two and 00/100 (\$13,338, 272.00) Dollars,
(Written Dollar Amount) (Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, assign and successors, firmly by these presents:

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P.L. 380, known as the "Solid Waste Management Act."; (2) the Act of Assembly approved June 22, 1937, P.L. 1987, as amended, known as "The Clean Streams Law"; (3) the Act of Assembly approved January 8, 1960, P.L. 2119, as amended, known as the "Air Pollution Control Act"; (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P.L. 1375, as amended known as the "Dam Safety and Encroachments Act"; (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P.L. 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act"; (6) the Act of Assembly approved July 28, 1988, P.L. 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act"; (7) the rules and regulations promulgated thereunder; (8) the provisions and conditions of the permits issued thereunder the designated in this bond; (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect.

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No. PAD980550594, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations.

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law.

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a)any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b)any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a)any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b)any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, this 3rd day of August, 2018.

Principal: Sunoco (R&M), LLC
(Print Name of Permittee/Operator)

Affix Corporate Seal Here:

Attest or Witness:

Margi K. Donnelly
(Print/Type Name)

Margi K. Donnelly
(Signature of Above)

MARGI K. DONNELLY
(Print/Type Name)

Margi K. Donnelly
(Signature Above)

By: Matthew S. Ramsey, President/Chief Operating Officer
(Print/Type Name and Title)

Matthew S. Ramsey
(Signature of Above)

By: Thomas E. Long, Chief Financial Officer
(Print/Type Name and Title)

Thomas E. Long
(Signature Above)

Surety: Liberty Mutual Insurance Company
(Print Name)

Affix Corporate Seal Here:

Attest or Witness:

Jeannie Reinoso
(Print/Type Name)

Jeannie Reinoso
(Signature of Above)

Jacqueline Llorente
(Print/Type Name)

Jacqueline Llorente
(Signature of Above)

By: Elizabeth Marrero, Attorney-in-Fact
(Print/Type Name and Title)

Elizabeth Marrero
(Signature of Above)

By: Camille Cruz, Surety Analyst
(Print/Type Name and Title)

Camille Cruz
(Signature of Above)

Pennsylvania Resident Agent

(Signature)

(Print/Type Name)

Approved as to legality and form;

PRE-APPROVED OAG 3/22/99
Office of Attorney General

Approved for the Department:

(Type Name and Title)

(Signature of Above)

(Chief Counsel/Assistant Counsel)
Department of Environmental Protection

(Date)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7811715

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Douglas R. Wheeler; Elizabeth Marrero; Jaquanda S. Martin; Joanne C. Wagner; Kimberly G. Sherrod; Marina Tapia; Maureen McNeill; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh

all of the city of Philadelphia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of June, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

ACKNOWLEDGEMENT

COMMONWEALTH / STATE OF Texas :
COUNTY OF Dallas : SS

A. TO BE USED BY AN OPERATOR THAT IS A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

On August 3, 2018, Matthew S. Ramsey and Thomas E. Long personally appeared before me, and
(Date) identified (Name)

themselves as the President and Chief Financial Officer, respectively, of Sunoco (R&M), LLC.
(Name of Operator – must be identical to Operator identified in Bond)

Each affiant stated that, in accordance with (1) [the bylaws of the corporation] [the partnership agreement] [the Operating Agreement of the LLC or the LLP] (please **CIRCLE ONE AND ONLY ONE**) and (2) any other documents applicable to authority to sign the attached Bond, the affiant was authorized to sign the attached Bond on behalf of the Operator.

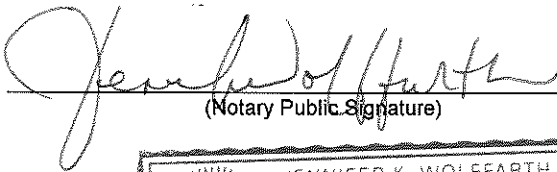
B. ~~TO BE USED BY AN OPERATOR THAT IS AN INDIVIDUAL~~

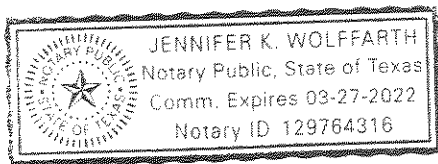
On _____,
(Date) (Name)

personally appeared before me, and acknowledged that he or she executed the attached Bond for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)


(Notary Public Signature)



My Commission Expires:

3-27-2022
(Date)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

SURETY BOND ENDORSEMENT

Replacement Bond

It is agreed and understood by the Principal and Surety, on Surety Bond No. 017025578 dated August 3, 2018, to which this Endorsement is attached and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit No. PAD980550594 issued on July 6, 1990 and that the attached Surety Bond assumes and covers any and all liability and obligations accrued and to be accrued under the law (as defined in the attached bond), from the date of the issuance of the original permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is specifically agreed and intended that the aforesaid replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the attached Surety Bond replaces existing Surety Bond(s) dated March 28, 2013 and that in consideration of the pledge and Deposit of the attached Surety bond, the Commonwealth will release the existing bond(s) of the permittee.

IN WITNESS WHEREOF, the parties hereby, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this 3rd day of August, 2018.

ATTEST OR WITNESS:

Jennifer Wolffath, Witness

ATTEST OR WITNESS

Camille Cruz, Witness

Principal: Sunoco (R&M), LLC

By: Sunoco, Inc. Member

By:
Matthew S. Ramsey, President/Chief Operating Officer

By:
Thomas E. Long, Chief Financial Officer

Surety: Liberty Mutual Insurance Company

By:
(Title)

By: Elizabeth Marrero, Attorney-in-Fact
(Title)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

7C-K-140

Date Prepared

I.D. Number

SURETY BOND
For A Waste Management Facility

To be completed by Permittee/Operator:

Name of Facility: Sunoco (R&M), LLC f/k/a Sunoco, Inc.
(R&M) – Marcus Hook Industrial Complex (Solid Waste)

Address: 2nd & Green Streets
Marcus Hook, PA 19061-0835

Municipality: Marcus Hook

County: Delaware

Department Use Only:

Solid Waste Permit No.: _____

Date of Permit Issuance: _____

Permit Acreage: _____

Type of Facility: Check one:

- ☒ Hazardous
☐ Municipal
☐ Residual
☐ Other (describe) _____
 (Describe facility type/activity)

Purpose: Check one:

(1) Operation and Closure of a Waste Management Facility

- ☐ (a) Initial Bond
☐ (b) Repermit of Existing Facility
☐ (c) Additional Bond
☒ (d) Replacement Bond
☐ (e) Change of Ownership
☐ (f) Application for Mobile Processing facility permit

(2) Closure of a Waste Management Facility

To be completed by Surety Company:

Bond No.: 017025578

WHEREAS, Sunoco (R&M), LLC, (1) a Corporation,
(Name of Permittee, or Operator)

incorporated under the Laws in the State of _____,

or (2) limited liability company, with its principal place of
(Individual, Limited Liability Company, Limited/General Partnership, Registered Fictitious Name Business)

business at 3601 West Chester Pike, Newtown Square, PA 19073,
(Address)

or (3) N/A has (1) filed application for permit(s); or (2) executed
(municipality or municipal authority)

a N/A (hereinafter "Agreement") dated N/A
(Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the
"Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste
Management Act", Act of July 7, 1980, No. 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of
either (1) the operation and closure or (2) closure of a waste management facility which will affect 0.38
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

acres of land owned by Sunoco (R&M), LLC in
(Name of Landowner)

Marcus Hook
(Name of Municipality)

Delaware County, Pennsylvania (hereinafter referred to as "facility").
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we,
Sunoco (R&M), LLC,

(Name of Principal)

as principal, and

Liberty Mutual Insurance Company, a corporation of the State of
Massachusetts, licensed to do business in the Commonwealth of Pennsylvania, and
with its principal place of business at 175 Berkeley Street, Boston, MA 02116
(Address)

_____, as surety,

and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of

Four Hundred Twenty Nine Thousand Seven Hundred Eighty Four & 00/100 (\$429,784.00) Dollars,
(Written Dollar Amount) (Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators,
assign and successors, firmly by these presents:

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P.L. 380, known as the "Solid Waste Management Act."; (2) the Act of Assembly approved June 22, 1937, P.L. 1987, as amended, known as "The Clean Streams Law"; (3) the Act of Assembly approved January 8, 1960, P.L. 2119, as amended, known as the "Air Pollution Control Act"; (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P.L. 1375, as amended known as the "Dam Safety and Encroachments Act"; (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P.L. 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act"; (6) the Act of Assembly approved July 28, 1988, P.L. 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act"; (7) the rules and regulations promulgated thereunder; (8) the provisions and conditions of the permits issued thereunder the designated in this bond; (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect.

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No. PAD980550594, as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations.

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law.

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7811718

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Douglas R. Wheeler; Elizabeth Marrero; Jaquanda S. Martin; Joanne C. Wagner; Kimberly G. Sherrod; Marina Tapia; Maureen McNeill; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh

all of the city of Philadelphia, state of PA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of June, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

ACKNOWLEDGEMENT

COMMONWEALTH / STATE OF Texas :
COUNTY OF Dallas : SS

A. TO BE USED BY AN OPERATOR THAT IS A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

On August 3, 2018, Matthew S. Ramsey and Thomas E. Long personally appeared before me, and
(Date) identified (Name)

themselves as the President and Chief Financial Officer, respectively, of Sunoco (R&M), LLC.
(Name of Operator – must be identical to Operator identified in Bond)

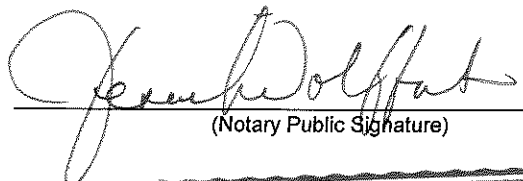
Each affiant stated that, in accordance with (1) [the bylaws of the corporation] [the partnership agreement] [the Operating Agreement of the LLC or the LLP] (please **CIRCLE ONE AND ONLY ONE**) and (2) any other documents applicable to authority to sign the attached Bond, the affiant was authorized to sign the attached Bond on behalf of the Operator.

B. ~~TO BE USED BY AN OPERATOR THAT IS AN INDIVIDUAL~~

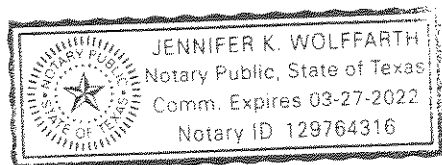
On _____,
(Date) (Name)

personally appeared before me, and acknowledged that he or she executed the attached Bond for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) 
(Notary Public Signature)

My Commission Expires: 3-27-2022
(Date)





COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

SURETY BOND ENDORSEMENT

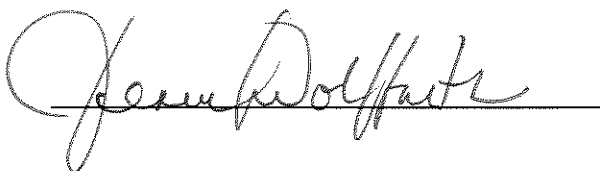
Replacement Bond

It is agreed and understood by the Principal and Surety, on Surety Bond No. 017025569 dated August 3, 2018, to which this Endorsement is attached and intended to become a part of, that said bond is submitted as bond required by and pursuant to Permit No. PAD002289700 issued on November 2, 1988 and that the attached Surety Bond assumes and covers any and all liability and obligations accrued and to be accrued under the law (as defined in the attached bond), from the date of the issuance of the original permit until such time as the Commonwealth shall release, in writing, such liability and obligations. It is specifically agreed and intended that the aforesaid replacement Surety Bond is retroactively effective from the date of the issuance of the original permit.

It is understood that the attached Surety Bond replaces existing Surety Bond(s) dated March 28, 2013 and that in consideration of the pledge and Deposit of the attached Surety bond, the Commonwealth will release the existing bond(s) of the permittee.

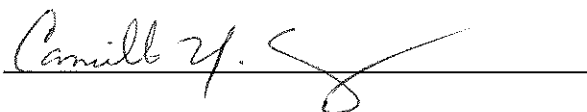
IN WITNESS WHEREOF, the parties hereby, intending to be legally bound hereby, sign, seal and deliver this Endorsement, this 3rd day of August, 2018.

ATTEST OR WITNESS:



Jennifer Wolfarth, Witness

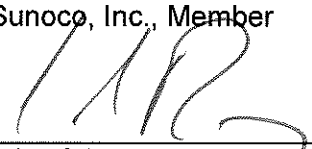
ATTEST OR WITNESS



Camille Cruz, Witness


Principal: Sunoco (R&M), LLC

By: Sunoco, Inc., Member

By: 
Matthew S. Ramsey, President/Chief Operating Officer

By: 
Thomas E. Long, Chief Financial Officer

Surety: Liberty Mutual Insurance Company

By: 
(Title)

By: Elizabeth Marrero, Attorney-in-Fact
(Title)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

7C-K-140

Date Prepared

I.D. Number

SURETY BOND
For A Waste Management Facility**To be completed by Permittee/Operator:**Name of Facility: Sunoco (R&M), LLC (f/k/a Sunoco, Inc. (R&M)) –
Phila Refinery Ops, Pt. Breeze Processing AreaAddress: 3801 West Chester Pike
Newtown Square, PA 19073Municipality: Newtown SquareCounty: Delaware**Department Use Only:**

Solid Waste Permit No.: _____

Date of Permit Issuance: _____

Permit Acreage: _____

Type of Facility: Check one:

- ☒ Hazardous
☐ Municipal
☐ Residual
☐ Other (describe) _____
(Describe facility type/activity)

Purpose: Check one:

(1) Operation and Closure of a Waste Management Facility

- ☐ (a) Initial Bond
☐ (b) Repermit of Existing Facility
☐ (c) Additional Bond
☒ (d) Replacement Bond
☐ (e) Change of Ownership
☐ (f) Application for Mobile Processing facility permit

(2) Closure of a Waste Management Facility

To be completed by Surety Company:Bond No.: 017025569

WHEREAS, Sunoco (R&M), LLC, (1) a Corporation,
(Name of Permittee, or Operator)

incorporated under the Laws in the State of _____,

or (2) limited liability company, with its principal place of
(Individual, Limited Liability Company, Limited/General Partnership, Registered Fictitious Name Business)

business at 3801 West Chester Pike, Newtown Square, PA 19073,
(Address)

or (3) N/A has (1) filed application for permit(s); or (2) executed
(municipality or municipal authority)

a N/A (hereinafter "Agreement") dated N/A
(Consent agreement/consent decree/consent adjudication) (date of agreement)

with the Commonwealth of Pennsylvania, Department of Environmental Protection (hereinafter referred to as the "Department"), or (3) has been ordered by the Department, under the provisions of the "Pennsylvania Solid Waste Management Act", Act of July 7, 1980, No. 97, as amended (hereinafter "Act 97") for the purpose, as indicated above of either (1) the operation and closure or (2) closure of a waste management facility which will affect 14 Acres
(Acreage to be Under Permit or as Referenced by Order/Agreement, etc)

of land owned by Sunoco (R&M), LLC in
(Name of Landowner)

Philadelphia
(Name of Municipality)

Philadelphia County, Pennsylvania (hereinafter referred to as "facility").
(Name of County)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, Sunoco (R&M), LLC as principal, and
(Name of Principal)

Liberty Mutual Insurance Company, a corporation of the State of

Massachusetts, licensed to do business in the Commonwealth of Pennsylvania, and

with its principal place of business at 175 Berkeley Street, Boston, MA 02116
(Address)

_____, as surety,

and intending to be legally bound hereby, are held and firmly bound unto the Department, in the just and full sum of

Three Million Two Hundred Twenty Nine Thousand One Hundred Forty Two and 00/100 (\$3,229,142.00)
(Written Dollar Amount) (Numerical Dollar Amount)

to the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, assign and successors, firmly by these presents:

NOW THE CONDITION OF THIS OBLIGATION is such that if the operator shall faithfully perform all of the requirements of (1) of the Act of Assembly approved July 7, 1980, P.L. 380, known as the "Solid Waste Management Act."; (2) the Act of Assembly approved June 22, 1937, P.L. 1987, as amended, known as "The Clean Streams Law"; (3) the Act of Assembly approved January 8, 1960, P.L. 2119, as amended, known as the "Air Pollution Control Act"; (4) the applicable provisions of the Act of Assembly approved November 26, 1978, P.L. 1375, as amended known as the "Dam Safety and Encroachments Act"; (5) the applicable provisions of the Act of Assembly approved May 31, 1945, P.L. 1198, as amended, known as the "Surface Mining Conservation and Reclamation Act"; (6) the Act of Assembly approved July 28, 1988, P.L. 556, known as the "Municipal Waste Planning, Recycling and Waste Reduction Act"; (7) the rules and regulations promulgated thereunder; (8) the provisions and conditions of the permits issued thereunder the designated in this bond; (9) any agreement with or order of the Department, and (10) such amendments or additions to the acts, regulations, terms and conditions of the permits, and orders of the Department as may hereinafter be lawfully made (all of which are hereinafter referred to as the "law"), then this obligation shall be null and void, otherwise to be and remain in full force and effect.

LIABILITY UPON THIS BOND shall be for the amount specified herein. Liability upon this bond shall be continuous from the initiation of operations at the facility, and shall continue for the duration of the processing and/or disposal of solid waste at the aforesaid facility and for a period of ten (10) years after approved final closure of the site, unless released in whole or in part by the Department, in writing, prior thereto as provided by the law. In the event any environmental damage is caused by the principal in violation of the aforementioned law, then the bond shall not be released, but the liability under this bond shall continue until such environmental damage is corrected and the site restored to a condition of compliance with the aforementioned law. This bond shall be in default if the Principal fails, refuses or is unable to complete restoration work as directed, in writing, by the Department. Liability upon this bond shall extend to the entire facility. It is agreed and understood by the Surety and the Principal that this bond covers and includes any and all liabilities and obligations under the aforementioned law which accrued on the permit site prior to the issuance of Permit No. PAD002289700 as well as any and all liabilities and obligations of the Principal to be accrued under the law from the date of issuance of the Permit until such times as the Department shall release, in writing, such liabilities and obligations.

It is acknowledged and agreed by the parties that the liability upon this bond is a penal sum, and as such the Commonwealth retains an interest in such guarantee, which interest may not be affected by bankruptcy, insolvency, or other financial incapacity of the Principal on the bond until release of such liability as provided by the law.

UPON THE HAPPENING OF ANY DEFAULT of the provisions, conditions and obligations assumed under this bond and the declaration of a forfeiture by the Secretary, or his designee, the period for appeal provided by law having expired, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania, or elsewhere, by him deputized for the purpose, to appear for and confess judgement against the principal and/or the surety, their successors or assigns, in favor of the Commonwealth of any sum or sums of money which may be due hereunder, with or without defalcation or declaration filed, with interest and costs, with release of errors, without stay of execution and with ten (10%) percent added for collection fees, and for the exercise of this power, this instrument, or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority. This power shall be inexhaustible. The surety and principal are jointly and severally liable for payment of the bond amount, which shall be confessed to judgement and execution upon forfeiture.

The principal and surety further agree that execution may issue upon judgement so confessed for the full amount of money and accrued interest that is owing from the principal and/or the surety to the Commonwealth, with costs and collection fee upon filing information in writing in the court when such judgement shall be entered.

Full payment shall be made under the bond within 30 days of receipt of the Department's declaration of forfeiture by the surety.

The surety may cancel the bond by sending written notice of cancellation to the Department and the principal on the bond, only under the following conditions:

The notice of cancellation shall be sent by certified mail, return receipt requested. Cancellation may not take effect until 120 days after receipt of the notice of cancellation by the Department and the principal on the bond as evidenced by return receipts.

Within 30 days after receipt of a notice of cancellation, the Principal shall provide the Department with a replacement bond as defined by the law. If the Principal fails to submit a replacement bond acceptable to the Department within the 30 day period, the Department will issue a notice of violation to the Principal requiring that the bond be replaced within 30 days of the notice of violation. If the bond is not replaced within the 30 day period, the Department may issue a cessation order for permits of the Principal and related parties, and thereafter take action as may be appropriate.

Failure of the Principal to submit a replacement bond within 30 days after the notice of violation constitutes grounds for forfeiture of the bond, and other bonds submitted by the Principal, under the law. If the Department declares the bond forfeited before the expiration of the 120 day period, the notice of cancellation is null and void.

FURTHER, the principal and the surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond. The surety hereby waives any right to cover or perform the obligations of the principal upon the principal's default, provided however, that the Department may, in writing, authorize the surety to cover such defaulted obligations if the Department determines that it is in the Department's interest to do so.

FURTHER, the Surety agrees that any collateral held by it as security for its indemnification with respect to this bond is held by the Surety as a trust on behalf of the Department to assure the liabilities and obligations secured by this bond will be performed, fulfilled and complied with. The Surety hereby agrees that, upon its cessation in business, insolvency or bankruptcy, all of its right, title and interest in such collateral shall immediately vest in the Department such that the Department has full ownership thereof.

FURTHER, the Principal and the Surety agree that their liability hereunder shall not be impaired or affected by, (a) any renewal or extension of the time for performance of any of the provisions, conditions or obligations upon which this bond is conditioned, or (b) any forbearance or delay in declaring this bond to be forfeited or in enforcing payment on this bond.

FURTHER, the Department reserves the right to require additional bonding from the Principal, as provided by law, which shall be a supplement to and augment the bond liability provided herein. The Department may release, in writing, a portion of the amount of liability provided in this bond for partial completion of the provisions, conditions and obligations assumed by the Principal herein, as may be authorized by the law, and such amount released shall be a credit upon the total amount of this bond. Nothing herein shall limit or preclude the Department from seeking to enforce any remedy, in addition to the forfeiture of this bond, which may be authorized or provided by law.

IN WITNESS WHEREOF, the principal and surety have hereunto set their hands and seals, intending to be legally bound hereby, this 3rd day of August, 2018.

Principal: Sunoco (R&M), LLC
(Print Name of Permittee/Operator)

Affix Corporate Seal Here:

Attest or Witness:

By: Sunoco, Inc. Member

MARCO K. DONNIZIN
(Print/Type Name)
[Signature]
(Signature of Above)
MARCO K. DONNIZIN
(Print/Type Name)
[Signature]
(Signature of Above)

By: Matthew S. Ramsey, President/Chief Operating Officer
(Print/Type Name and Title)
[Signature]
(Signature of Above)
By: Thomas E. Long, Chief Financial Officer
(Print/Type Name and Title)
[Signature]
(Signature of Above)

Surety: Liberty Mutual Insurance Company
(Print Name)

Affix Corporate Seal Here:

Attest or Witness:

Jeannie Reinoso
(Print/Type Name)
[Signature]
(Signature of Above)
Jacqueline Llorente
(Print/Type Name)
[Signature]
(Signature of Above)

By: Elizabeth Marrero, Attorney-in-Fact
(Print/Type Name and Title)
[Signature]
(Signature of Above)
By: Camille Cruz, Surety Analyst
(Print/Type Name and Title)
[Signature]
(Signature of Above)

Pennsylvania Resident Agent

N/A
(Signature)

(Print/Type Name)

Approved as to legality and form;

Approved for the Department:

PRE-APPROVED OAG 3/22/99
Office of Attorney General

(Chief Counsel/Assistant Counsel)
Department of Environmental Protection

[Signature]
(Type Name and Title)

[Signature]
(Signature of Above)

[Signature]
(Date)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7811716

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Douglas R. Wheeler; Elizabeth Marrero; Jaquanda S. Martin; Joanne C. Wagner; Kimberly G. Sherrod; Marina Tapia; Maureen McNeill; Patricia A. Rambo; Sara Owens; Wayne G. McVaugh

all of the city of Philadelphia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of June, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 22nd day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 20 18.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

ACKNOWLEDGEMENT

COMMONWEALTH / STATE OF Texas :
COUNTY OF Dallas : SS

A. TO BE USED BY AN OPERATOR THAT IS A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY

On August 3, 2018, Matthew S. Ramsey and Thomas E. Long personally appeared before me, and
(Date) identified (Name)

themselves as the President and Chief Financial Officer, respectively, of Sunoco (R&M), LLC.
(Name of Operator -- must be identical to Operator identified in Bond)

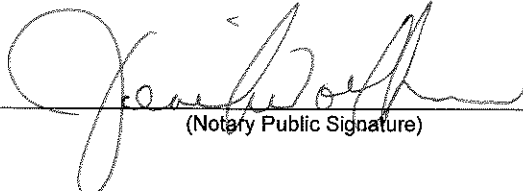
Each affiant stated that, in accordance with (1) [the bylaws of the corporation] [the partnership agreement] [the Operating Agreement of the LLC or the LLP] (please **CIRCLE ONE AND ONLY ONE**) and (2) any other documents applicable to authority to sign the attached Bond, the affiant was authorized to sign the attached Bond on behalf of the Operator.

B. ~~TO BE USED BY AN OPERATOR THAT IS AN INDIVIDUAL~~

On _____,
(Date) (Name)

~~personally appeared before me, and acknowledged that he or she executed the attached Bond for the purposes therein contained.~~

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL) 
(Notary Public Signature)

My Commission Expires: 3-27-2022
(Date)

**LIMITED LIABILITY COMPANY AGREEMENT
OF
SUNOCO (R&M), LLC
A Pennsylvania Limited Liability Company**

This LIMITED LIABILITY COMPANY AGREEMENT OF SUNOCO (R&M), LLC (this "*Agreement*"), dated as of December 28, 2016, is adopted, executed and agreed to by the Member(s) (as defined below).

1. **Formation.** **SUNOCO (R&M), LLC** (the "*Company*") has been formed as a Pennsylvania limited liability company under and pursuant to the Pennsylvania Limited Liability Company Act (the "*Act*").

2. **Term.** The Company shall have a perpetual existence.

3. **Purposes.** The purposes of the Company are to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act.

4. **Powers.** In furtherance of its purposes but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Pennsylvania law on limited liability companies formed under the Act.

5. **Member(s).** Sunoco, Inc. shall be the member(s) of the Company (the "*Member(s)*").

6. **Contributions.** Without creating any rights in favor of any third party, the Member(s) may, from time to time, make contributions of cash or property to the capital of the Company, but shall have no obligation to do so.

7. **Distributions.** The Member(s) shall be entitled (a) to receive all distributions (including, without limitation, liquidating distributions) made by the Company and (b) to enjoy all other rights, benefits and interests in the Company.

8. **Management by Member(s).** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member(s). The management of the Company is reserved to the Member(s), and the Company shall not have "managers," as that term is used in the Act.

9. **Officers.** The Member(s) may appoint agents of the Company, referred to as "*Officers*," to carry out the Member(s)' decisions and the day-to-day activities of the Company. Unless determined otherwise by the Member(s), the Officers shall have the titles, power, authority and duties described below in this Section 9:

(a) **Titles.** The Officers of the Company shall be the President, one or more Vice Presidents, the Secretary, one or more Assistant Secretaries, the Treasurer, one or more Assistant Treasurers, and such other Officers as the Member(s) may from time to time elect or appoint.

(b) **Term.** Each Officer shall hold office until his successor shall be duly

elected and qualified or until his death, resignation or removal. Any number of offices may be held by the same person.

(c) *Removal.* Any Officer elected or appointed by the Member(s) may be removed, with or without cause, by the Member(s), but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed. Election or appointment of an Officer shall not of itself create contract rights.

(d) *Resignation.* Any Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Member(s). The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(e) *Vacancies.* Any vacancy occurring in any office of the Company may be filled by the Member(s).

(f) *Powers.*

(i) *President.* The President of the Company shall have general executive charge, management and control of the properties and operations of the Company in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities. The President shall also have such powers and duties as may be assigned to him or her by the Member(s), and shall exercise the powers of the Member(s) during either Member's absence or inability to act.

(ii) *Vice Presidents.* Each Vice President shall have such powers and duties as may be assigned to him or her by the Member(s) or the President, and shall exercise the powers of the President during that Officer's absence or inability to act.

(iv) *Secretary.* The Secretary shall have such powers and duties as from time to time may be assigned to him or her by the President or the Member(s).

(v) *Assistant Secretary.* Each Assistant Secretary shall have such powers and duties as from time to time may be assigned to him or her by the Member(s), the President or the Secretary. The Assistant Secretary shall exercise the powers of the Secretary during that Officer's absence or inability to act.

(vi) *Treasurer.* The Treasurer shall have responsibility for the custody and control of all the funds and securities of the Company, and he or she shall have such other powers and duties as from time to time may be required for the faithful discharge of his or her duties as determined by the Member(s).

(vii) *Assistant Treasurers.* Each Assistant Treasurer shall have

the usual powers and duties pertaining to his or her office, together with such other powers and duties as from time to time may be assigned to him or her by the Member(s) or the President. The Assistant Treasurer shall exercise the powers of the Treasurer during that Officer's absence or inability to act.

10. **Dissolution.** The Company shall dissolve and its affairs shall be wound up at such time, if any, as the Member(s) may elect. No other event (including, without limitation, an event described in Section 15 Pa. C.S. § 8971 (I) of the Act) will cause the Company to dissolve.

11. **Indemnification.** The Company shall indemnify and hold harmless the Member(s), its Member(s), officers, directors, employees and agents and the officers and employees of the Company (the "*Indemnitees*") from and against all costs, losses, liabilities, damages, claims, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and any other amounts arising from any and all claims, demands or proceedings, paid or accrued by an Indemnatee in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the Commonwealth of Pennsylvania. Expenses incurred by an Indemnatee in defending any claim, demand or proceeding subject to this Section 11 shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnatee to repay such amounts if it is ultimately determined that the Indemnatee is not entitled to be indemnified as authorized by this Section 11. The indemnification and advancement of expenses provided by this Section 11 shall be in addition to any other rights to which an Indemnatee may be entitled under any agreement, consent of the Member(s), as a matter of law or equity, or otherwise, shall be considered contractual obligations of the Company which shall be deemed vested as of the date that such Indemnatee became an Indemnatee, shall continue as to any Indemnatee who has ceased to serve in the capacity that made it an Indemnatee, and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnatee. Subject to the foregoing sentence, the provisions of this Section 11 are for the benefit of the Indemnitees and shall not be deemed to create any rights for the benefit of any other persons. While any provision of this Section 11 may be amended, modified or repealed, no such amendment, modification or repeal shall in any manner terminate, reduce or impair the right of any past, present or future Indemnatee to be indemnified or advanced expenses by the Company, nor the obligations of the Company to indemnify or advance expenses to any such Indemnatee under and in accordance with the provisions of this Section 11 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

12. **Governing Law.** THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (EXCLUDING ITS CONFLICT-OF-LAWS RULES).

13. **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. **Creditors.** None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or by any creditor of the Member(s). Nothing in this

Agreement shall be deemed to create any right in any person or entity not a party hereto (other than an assignee of the Member(s)), and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person.

15. *Amendments.* This Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Member(s).

IN WITNESS WHEREOF, the undersigned, being the Member(s) of the Company, have caused this Limited Liability Company Agreement to be duly executed as of the date first set forth above.

SUNOCO (R&M), LLC

MEMBER:

SUNOCO, INC.

A handwritten signature in black ink, appearing to read 'A. Dodderer', is written over a horizontal line.

By: Arnold D. Dodderer

Title: General Counsel & Assistant Secretary

